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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DANIEL HUFF, in his capacity as Trustee of  
the INDUSTRIAL CARPENTERS AND  
PRECAST PENSION TRUST FUND,

Plaintiff,

v.

CAMELIA CITY MILLWORK, A California  
Corporation

Defendant.

No. 05-CV-2643 JL

**PLAINTIFF'S CASE  
MANAGEMENT CONFERENCE  
STATEMENT; REQUEST FOR  
CONTINUANCE AND ~~[PROPOSED]~~  
ORDER THEREON**

Plaintiff respectfully submit this Case Management Conference Statement and ask the Court to continue the Case Management Conference set for October 26, 2005, at 10:30 a.m., as Defendant has not filed an answer or otherwise responded to the complaint which was served on July 12, 2005, and for which proof of service was filed before this Court with the Summons on August 11, 2005. Plaintiff anticipates filing a motion for default judgment within a week.

**I.**

**DESCRIPTION OF CASE**

Plaintiff is labor organizations within the meaning of section 301 of the Labor Management Relations Act (29 U.S.C. § 185) and Trustee representing employee benefit plans created by a written Trust Agreement subject to and pursuant to section 302 of the Labor Management Relations Act (29 U.S.C. § 186) and multi-employer employee benefit plans within the meaning of sections 3,

1 4 and 502 of ERISA (29 U.S.C. §§ 1002, 1003 and 1132).

2 Plaintiff alleges that Defendant is signatory to collective bargaining agreement.  
 3 Specifically, Defendant became subject to all the terms and conditions of the 46 Counties  
 4 Carpenters Master Agreement by virtue of signing the Valley Master Agreement with the Union,  
 5 which incorporated by reference the 46 Counties Carpenters Master Agreement. Plaintiff contends  
 6 that Defendant, by agreeing to be bound to the above-referenced Agreements, promised to  
 7 contribute and pay to Plaintiff Trust Fund the hourly amounts required by said Agreements for each  
 8 hour paid for or worked by any of its employees who performed any work covered by the  
 9 Agreements. Plaintiff also contends that Defendant agreed to pay liquidated damages and interest  
 10 on all delinquent contributions, as well as attorneys' fees, and other collection costs. Defendant has  
 11 failed, neglected or refused to make timely fringe benefit contributions as required by the Collective  
 12 Bargaining Agreement and Trust Agreements, and there is now due and owing the unpaid  
 13 contributions. Plaintiff further contend that Defendant has failed to pay amounts to the Trust Fund  
 14 owed under a previous settlement agreement entered into on or about August 23, 2004 and the Trust  
 15 Fund is seeking enforcement of that agreement. Plaintiff further seeks an injunction compelling  
 16 Defendant to submit to an audit of its books and records to determine if it timely and accurately  
 17 made fringe benefit contributions and for an order requiring Defendant to pay any and all amount  
 18 delinquencies found due under the audit as well as interest and liquidated damages thereon.

## 19 II.

### 20 SUBJECT MATTER JURISDICTION

21 This action arises under and is brought pursuant to section 502 of the Employee Retirement  
 22 Income Security Act, as amended (ERISA), 29 U.S.C. § 1132, and section 301 of the Labor  
 23 Management Relations Act (LMRA), 29 U.S.C. § 185. The jurisdiction of this Court is founded on  
 24 28 U.S.C. § 1331. Venue properly lies in this district court because a substantial part of the events  
 25 and omissions giving rise to these claims occurred in this district, including, but not limited to  
 26 Defendant's agreement with Plaintiff, which requires that trust fund contributions are due and  
 27 payable in the County of Alameda.

III.

**RELATED CASES PENDING**

There are none.

IV.

**DEFENDANTS HAVE NOT APPEARED**

Defendant has not filed an answer or otherwise responded to the complaint which was served on July 12, 2005, and for which proof of service was filed before this Court with the Summons on August 11, 2005. Plaintiff filed a Request for Entry of Default on August 17, 2005 which was entered by the Clerk of this Court on August 22, 2005.

V.

**CONTINUE CASE MANAGEMENT CONFERENCE**

Plaintiff requests that the Court continue the case management conference set for October 19, 2005 for at least 60 days in order for Plaintiff's anticipated motion for default judgment to be heard by this Court.

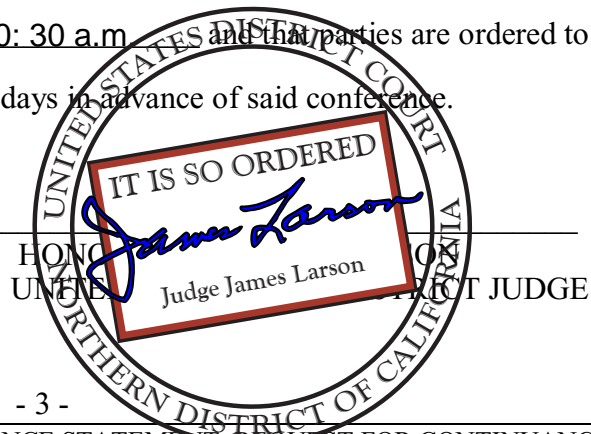
Dated: October 14, 2005.

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

By: /s/Joye Blanscett  
JOYE BLANSCETT  
Attorneys for Plaintiffs

**ORDER**

IT IS SO ORDERED that the Case Management Conference set for October 26, 2005, at 10:30 a.m. is continued until 1/4/06 @ 10:30 a.m. and that parties are ordered to submit a joint case management statement seven (7) days in advance of said conference.



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